

A. G. Contract No. KR98 0051TRN
ADOT ECS File: JPA 97-231
Project: G1050 70C
Sect: Mesa View Dr. ESP Improvement

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE HUALAPAI TRIBE

THIS AGREEMENT is entered into 23 March 1998,
pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the HUALAPAI TRIBE, acting by and through its
TRIBAL COUNCIL (the "Tribe").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Tribe is empowered by Tribal Council Resolution to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Tribe.

3. The Tribe has requested Economic Strength Project (ESP) funds in the amount of \$114,048.00; the Arizona Department of Commerce and the Economic Development Commission have recommended the approval of such funds for the Tribe, and the Transportation Board has approved the funding, for the construction of improvements to Mesa View Drive to provide improved access, and aid in the retention and development of local business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 22256
Filed with the Secretary of State
Date Filed: 03/23/98

Betty G. Gyles
Secretary of State

By: Vicky Greenwood

II. SCOPE

1. The Tribe will:

a. Insure the additional commitment of 10.9% of the total estimated Project cost, or \$13,947.00, whichever is more, from the Tribe or other sources (not including ESP funds) to the Project. Accomplish construction of the Project by public bidding, in strict compliance with State and Tribal procurement laws, rules and regulations. Upon completion, approve and accept the Project on behalf of the Tribe and provide maintenance to the improvements.

b. No more often than monthly, invoice the State for ESP funds (Arizona Department of Commerce, ATTN: Strategic Finance Division, ESP Program Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012), in an amount not to exceed \$114,048.00.

c. Provide the State a copy of the executed Project contract(s), and draw down and expend the State ESP funds no later than six (6) months after the effective date of this agreement. Provide the State detailed written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable and appropriate documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended.

d. Reimburse the State any funds received from the State under this agreement which are not specifically and directly expended in compliance with the ESP grant application, which is attached hereto and made a part hereof, and are subsequently disallowed by the State.

e. Provide the State (Arizona Department of Commerce, ATTN: Strategic Finance Division, ESP Program Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report detailing the direct and indirect impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

Within thirty (30) days after receipt and approval of the ESP contract(s) and subsequent monthly progress payment invoices, reimburse the Tribe for work completed on the Project funds in an amount not to exceed \$114,048.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the Tribe by reason of state law under which funds for the Project are authorized to be expended.

2. The Tribe agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of ESP funds expended under this agreement shall not exceed 89.1% of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party. Further, this agreement may be terminated and the ESP grant cancelled by the State if the Tribe, in the opinion of and by action of the Transportation Board, fails to pursue due diligence on the Project or in the performance of any of the terms of this agreement.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. Consistent with the provisions of Arizona Revised Statutes Section 35-214 the Hualapai Tribe agrees to make books and records relating to the contract available for inspection and audit by the State for five years after completion of the contract, upon reasonable written notice.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to select a process acceptable to the State and the Tribe to resolve such disputes. Such process shall include a provision for arbitration.

9. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

The Hualapai Tribe
Department of Public Services
PO Box 179
Peach Springs, Arizona 86434-0179

9. Attached herto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

10. Nothing herein shall be construed as a waiver of the sovereign immunity of the Hualapai Tribe.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

THE HUALAPAI TRIBE

STATE OF ARIZONA
Department of Transportation

By 
EARL HAVATONE, Chairman

By 
JAY KLAGGE, Director
Transportation Planning

ATTEST

By 
CHRISTINE LEE
Secretary

RESOLUTION

BE IT RESOLVED on this 16th day of December 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Hualapai Tribe for the purpose of defining responsibilities for conveying ESP funds to the Tribe.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

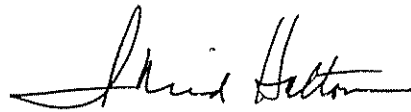
A handwritten signature in dark ink, appearing to read 'D. Alloeco', is written over a horizontal line.

DAVID ALLOECO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

APPROVAL OF
THE HUALAPAI TRIBAL ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the HUALAPAI TRIBE and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe.

DATED this 18th day of February, 1998.



NORDHAUS LAW FIRM
Attorney

ECONOMIC STRENGTH PROJECTS
REQUEST FOR PROPOSAL
FY 1998 - ROUND 1
August 1, 1997

APPLICATION FORM

NOTE: Additional information may be provided in attachments. Be sure to clearly reference and mark such additions and attachments.

1. NAME, ADDRESS, AND COUNTY OF APPLICANT(S):

Hualapai Tribe
P.O. Box 179
Peach Springs Arizona 86434
Mohave County

2. TYPE OF ORGANIZATION OF APPLICANT: (Check one)

a) ☒ Local Government only
b) ☐ Private Non Profit / Local Government Joint Application:
Name of Non Profit Agency Involved

Name of Local Government Involved

Hualapai Tribe. The Hualapai Department of Public Services (HDPS)

3. Describe the function or purpose of applicant organization.

The Hualapai Tribe formulates public policy and initiates community services to support 1,500 individuals living within the Reservation boundaries. HDPS (see attachment 1) seeks to improve the quality of community services on the Reservation through architectural design, environmental services and public works programming.

4. Name, address, and phone number of contact person(s):

Cameron Daines
Director - HDPS
(520) 769-2207
Fax (520) 769-2588

5. Describe the private sector project or activity for which the related ESP funding is requested.

Several private sector capital investments relate to upgrading an existing roadway, including: 1) Construction of an Arts & Crafts Enterprise facility at a cost of \$219,106 and 2) construction of a River Running facility at a cost of \$219,106 (see attachment 2). In addition to these projects, \$186,806 has been invested by the Indian Health Service (IHS) toward construction of a Transfer & Recycling Center (see attachment 3).

6. Describe the Economic Strength Project for which funding is requested. Describe how the ESP project supports/relates to the private sector project described in #5 above.

ESP funds are requested to surface existing dirt road with asphalt and surface parking spaces for private sector projects and adjoining facilities with asphalt. Road improvements will improve community and employee access to industrial zone.

7. Describe how the private sector project fits into the community's overall economic development efforts.
The Hualapai Tribe endeavors to create a tourist oriented retail and commercial district in Peach Springs. The Arts & Crafts Enterprise (ACE) and River Running (RR) support tourism yet are incongruous to the retail motif established downtown and have consequently been relocated within the Peach Springs Industrial Zone. The Transfer & Recycling Center (TRC) supports all commercial businesses associated with tourism and economic development.
8. Describe how the supporting ESP project fits into the Community's overall economic development efforts.
The ESP project supports delineation between commercial, residential and industrial zones and provides access to private sector and local government offices. As permanent access is established, tourist operations are solidified. In addition, solid waste disposal and recycling measures are able to function at an optimum level, thereby supporting economic growth of entire community.
9. How will ongoing maintenance and repair be provided for the ESP project after construction/improvement?
Roads Maintenance, a tribal program in the Department of Public Services, will provide on-going surface repairs and crack sealing. The Hualapai Solid Waste Agency (operator of the TRC), ACE and RR will share equally in the costs of road repair and maintenance (see attachment 4).
10. Description of ESP project. (Check one)
- a) ☒ This is an existing roadway.
 - b) ☐ This is a new roadway.
 - c) ☐ This is a bridge.
 - d) ☐ This is an underpass.
 - e) ☐ Other _____
11. Where is the private sector project located that is supported by this ESP project?
The private sector project is located in the Peach Springs Industrial Zone on the extreme northern side of Peach Springs, 1.5 miles from the community center (see attachment 5).
12. Where is the ESP project located? (Note: Attach site map(s) to the application.)
- a. In the community: adjacent to a residential zone
 - b. In relation to the related private sector project:
immediately adjacent to the private sector project
13. What is the length (in feet/miles) of the ESP project? 27' - 0"
14. What is the width (in feet) of the ESP project? 8 miles, 4,224 L.F.

21. List the names of local economic development organizations, and a contact person for each, which are involved with this private sector project. Attach documentation (letters of support, etc.) showing the involvement and level of support of each organization.

1) Waylon Honga - Project Manager, Hwal'bay Bai Enterprises, Inc. (HBE)

2) Bob McNichols - Superintendent, Truxton Canon Agency, Bureau of Indian Affairs

(see attachments 8, 9)

22. What is the total cost of the entire project? \$ 140,667

23. What is the total cost of the ESP portion of the project? \$ 114,048

24. Complete and attach the Budget Detail Schedule (Attachment A).

25. Complete and attach the Sources and Uses Schedule (Attachment B).

26. Of the total ESP project cost listed in #23 above, how much financial assistance are you requesting from the Economic Strength Projects Fund? \$ 114,048

27. List the sources and amounts of matching funds (both private and public) that will be a part of the total direct ESP project cost.

a) Public Funds:

(1) Name of public entity contributing the match.

Amount

On-Site Construction Management - HDPS

\$ 3,130 (see attachment 10)

Equipment/Labor - Roads Maintenance

\$ 10,817

Total

\$ 13,947

(2) Cash match contributed to the project.

- Source (general fund, grants, HURF, etc.)

Amount

\$

\$

Total

\$

(3) In-kind match contributed to the project.

- Type of match (force account labor, construction management, materials, etc.)

Amount

\$

\$

Total

\$

b) Private Sector funds:

Name of private sector company(ies) contributing matching funds to the ESP project, (if any)

Amount

\$

\$

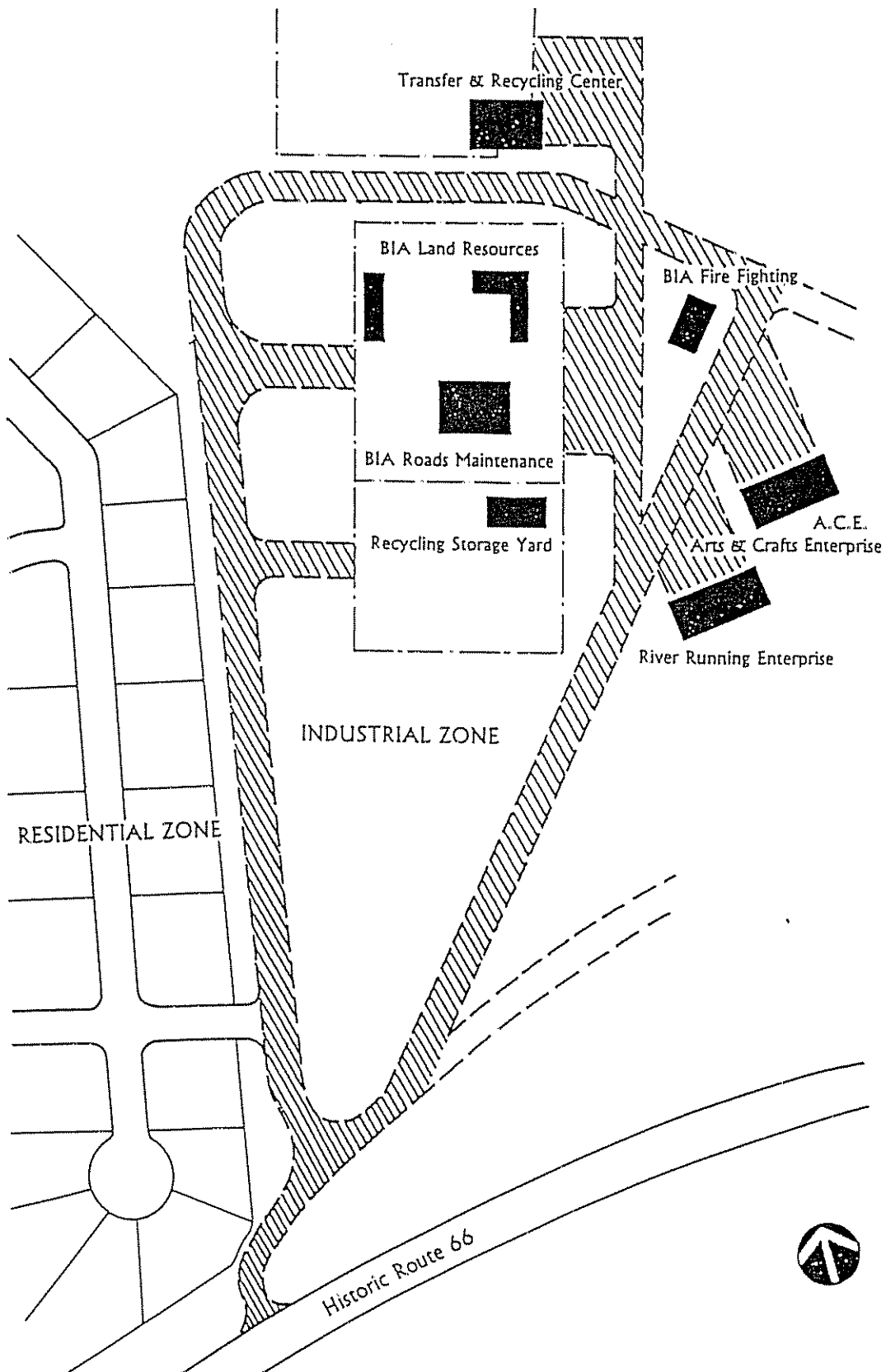
Total

\$

ECONOMIC STRENGTH PROJECTS - BUDGET DETAIL SCHEDULE

[illegible]

Signature of Registered Professional





GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0051TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE March 16, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/11102

Enc.